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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92057077
Party	Defendant Santa Barbara Polo CLub
Correspondence Address	SANTA BARBARA POLO CLUB 301 NORTH LAKE AVENUE, NO 900 PASADENA, CA 91101 UNITED STATES jennifer.barry@lw.com, ipdocket@lw.com
Submission	Answer
Filer's Name	Jennifer L. Barry
Filer's e-mail	jennifer.barry@lw.com
Signature	/s/ Jennifer L. Barry
Date	07/29/2013
Attachments	92057077 - Answer to Petition of Cancellation.pdf(1461281 bytes)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

BHPC ASSOCIATES LLC,)	
)	
Petitioner,)	
v.)	Cancellation No. 92057077
)	Registration No. 1,743,296
SANTA BARBARA POLO & RACQUET)	
CLUB,)	
)	
Registrant.)	
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ANSWER TO PETITION OF CANCELLATION AND
AFFIRMATIVE DEFENSES

Registrant Santa Barbara Polo Club¹ (“Registrant”), by and through its attorneys, hereby responds to the Petition of Cancellation (the “Petition”) filed by BHPC Associates LLC (“Petitioner”) concerning U.S. Trademark Registration No. 1,743,296 (the “Cancellation Action”) for the SANTA BARBARA POLO & RACQUET CLUB & Design mark as follows:

ANSWER

With respect to the first unnumbered paragraph of the Petition, Registrant denies the allegations in this paragraph.

1. Registrant lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 1, and on that basis denies them.
2. Registrant denies that Petitioner’s BEVERLY HILLS POLO CLUB and Polo Player Design mark became distinctive of Petitioner’s goods prior to any use of or alleged rights of Registrant in its SANTA BARBARA POLO & RACQUET CLUB & design mark. Registrant

¹ Registrant notes that its name was incorrectly listed in the Petition to Cancel as “Santa Barbara Polo & Racquet Club” and respectfully requests that the caption be corrected.

lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in Paragraph 2, and on that basis denies them.

3. Registrant admits that the three registrations listed in Paragraph 3 exist on the Register. Registrant lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in Paragraph 3, and on that basis denies them.

4. Registrant lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 4, and on that basis denies them.

5. Registrant admits that it is the owner of Registration No. 1,743,296, issued December 26, 1992 for the SANTA BARBARA POLO & RACQUET CLUB & Design mark in connection with the following goods: “clothing, namely, shirts, sweatshirts, hats, neckties, and shoes” in International Class 25.

COUNT I - ABANDONMENT

6. Registrant restates its responses to all preceding paragraphs above.

7. Registrant denies the allegations in Paragraph 7.

8. Registrant denies the allegations in Paragraph 8.

9. Registrant denies the allegations in Paragraph 9.

10. Registrant denies the allegations in Paragraph 10.

11. Registrant denies the allegations in Paragraph 11.

AFFIRMATIVE DEFENSES

12. Petitioner fails to state a claim upon which relief can be granted and, in particular, fails to state legally sufficient grounds for sustaining the Cancellation Action.

13. Registrant alleges on information and belief that the Cancellation Action is barred by contractual estoppel based on the 1997 Agreement between BHPC Marketing, Inc., the

Petitioner's predecessor in-interest in the BEVERLY HILLS POLO CLUB and Polo Player Design Mark, and Santa Barbara Polo & Racquet Club (the "Coexistence Agreement").

Attached hereto as Exhibit 1 is a true and correct copy of the Coexistence Agreement.

14. Petitioner lacks standing to seek cancellation of Registration No. 1,743,296.

15. Registrant alleges on information and belief that as a result of Petitioner's own acts and/or omissions, the Cancellation Action is barred by the doctrine of laches.

16. Registrant alleges on information and belief that as a result of Petitioner's own acts and/or omissions, Petitioner has waived any right to pursue its Cancellation Action, including, but not limited to, Petitioner's agreement in the Coexistence Agreement.

17. Registrant alleges on information and belief that the Cancellation Action is barred by the doctrine of acquiescence.

18. Registrant alleges on information and belief that the Cancellation Action is barred by the doctrine of unclean hands, including, but not limited to, Petitioner's breach of the Coexistence Agreement.

19. Registrant alleges on information and belief that the Cancellation Action is barred by the doctrine of estoppel.

20. Registrant reserves the right to rely on all further affirmative defenses that become available or appear during discovery proceedings in this action, and Registrant reserves the right to amend this Answer to Petition of Cancellation and Affirmative Defenses for the purposes of asserting any such additional affirmative defenses.

WHEREFORE, Registrant specifically requests that the Petition be denied in its entirety.

Dated: July 29, 2013

Respectfully submitted,

By: /s/Jennifer L. Barry
Jennifer L. Barry
LATHAM & WATKINS LLP
600 West Broadway, Suite 1800
San Diego, CA 92101-3375
(619) 236-1234 / (619) 696-7419 Fax
jennifer.barry@lw.com
ipdocket@lw.com

Attorney for Registrant
SANTA BARBARA POLO CLUB

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing **ANSWER TO PETITION OF CANCELLATION AND AFFIRMATIVE DEFENSES** has been served on BHPC Associates LLC on July 29, 2013 via First Class Mail, postage prepaid to:

Robert Epstein
Epstein Drangel LLP
60 East 42nd Street, Suite 2410
New York, NY 10165

/s/ Jennifer L. Barry
Jennifer L. Barry

EXHIBIT 1

AGREEMENT

BHPC Marketing, Inc., (hereinafter referred to as "BHPC"), having an address of 1001 Dove Street, Suite 200, Newport Beach, California 92660, and Santa Barbara Polo & Racquet Club (hereinafter referred to as SANTA BARBARA), having an address of 3375 Foothill Road, Carpinteria, California 93103, enter into this AGREEMENT as of the date of the last signature below.

WHEREAS, BHPC is the owner of and uses the mark BHPC and the marks BEVERLY HILLS POLO CLUB and design as depicted in Exhibits 1 and 2 (hereinafter referred to as BHPC's Marks) for among other things, clothing for men, women, and children, namely, shirts, sweatshirts, sweat suits, sweaters, t-shirts, pants, underwear, caps, jackets, leotards, dresses, ponchos, neckties, bathrobes, nightgowns, pajamas and swimwear; ophthalmic eyewear, namely, eyeglass frames, lenses, chains, and cases, eyeglasses and sunglasses; and watches, and is the owner of U.S. Registration Nos. 1,751,058; 1,429,31; and 1,687,874; and

WHEREAS, BHPC is the owner of pending United States Application Serial No. 74/558,586 for registration of its mark as shown in Exhibit 1, for footwear, namely, shoes, boots, slippers, athletic shoes, and golf shoes; and

WHEREAS SANTA BARBARA is the owner of and uses, and/or has used, the marks SANTA BARBARA POLO CLUB and SBPC, and owns and uses SBP&RC and SANTA BARBARA POLO & RACQUET CLUB as a tradename and as a service mark for services including polo and tennis, related social organization services and for real estate services, and is the owner of and uses the marks SANTA BARBARA POLO & RACQUET CLUB, SBP&RC, and SANTA BARBARA POLO & RACQUET CLUB and design as depicted in Exhibit 3 (hereinafter SANTA BARBARA's Marks) for among other things, clothing for men, women, and children, namely, shirts, sweatshirts, sweat suits, sweaters, t-shirts, pants, underwear, caps, jackets, leotards, dresses, ponchos, shoes, neckties, bathrobes, nightgowns, pajamas and swimwear; ophthalmic eyewear, namely, eyeglass frames, lenses, chains, and cases, eyeglasses and sunglasses; pens; and watches, and is the owner of U.S. Registration Nos. 1,743,296, 2,018,249, and of pending federal Application Serial No. 74/477,175 for

registration of SANTA BARBARA's mark for watches and eyeglass frames and,

WHEREAS BHPC has filed a Notice of Opposition to Application Serial No. 74/477,175 and SANTA BARBARA has filed an Answer to Opposition Notice and Counterclaim for Cancellation of U.S. Registration Nos. 1,429,311; 1,687,874; and 1,751,058, (Opposition No. 96,449); and,

WHEREAS SANTA BARBARA has filed a Notice of Opposition to Application Serial No. 74/558,586 and BHPC has filed an Answer to Opposition Notice (Opposition No. 97,871) and the opposition has been consolidated with Opposition No. 96,449; and,

WHEREAS the parties and/or their respective licensees have had a similar dispute in Japan, which resulted in a legal action, which has been withdrawn based on this Agreement.

WHEREAS, BHPC and SANTA BARBARA (referred to as "the Parties") desire to amicably settle said Oppositions and Cancellation, and preclude any future controversies regarding their respective marks and the use thereof; and

NOW, THEREFORE, in consideration of the mutual obligations and consideration recited herein, the parties agree as follows:

1. BHPC consents to use by SANTA BARBARA of the name and marks SBPC, SBP&RC, SANTA BARBARA POLO CLUB, SANTA BARBARA POLO and RACQUET CLUB and of SANTA BARBARA's mark as depicted in Exhibit 3, worldwide. BHPC further agrees SANTA BARBARA may register these marks as service marks and/or trademarks in any or all countries in the world, for use in connection with any goods and services. BHPC agrees not to interfere with or oppose such registration and hereby specifically consents to such registration.

2. SANTA BARBARA consents to use by BHPC of the name and marks BHPC and BEVERLY HILLS POLO CLUB and of BHPC's marks as depicted in Exhibits 1 and 2, worldwide. SANTA BARBARA further agrees BHPC may register these marks as service marks and/or trademarks in any or all countries in the world for use in connection with any goods and services. SANTA BARBARA agrees not

to interfere with or oppose such registration and hereby specifically consents to such registration.

3. BHPC and SANTA BARBARA agree that in the event that either party is informed of third party confusion resulting from the use by the other party of any of its marks, that party may advise the other party of such confusion, and the other party shall take reasonable steps necessary to rectify such confusion and avoid that third party's further confusion. Both parties acknowledge that they wish to avoid confusion in the marketplace.

4. The parties agree this Agreement may be used as evidence worldwide to assist with trademark and/or service mark registration, to show consent to the use of the parties' respective above-described marks and/or registration of those marks.

5. Upon execution of this Agreement, the parties will file a Stipulated Motion to Withdraw U.S. Opposition Nos. 96,449 and 97,862 with prejudice.

6. This Agreement shall be limited to the word marks "SBPC," "SBP&RC," "BHPC," "SANTA BARBARA POLO CLUB," "SANTA BARBARA POLO & RACQUET CLUB" and "BEVERLY HILLS POLO CLUB" and to the design marks depicted in Exhibits 1, 2, and 3. No right to use any other logo or any of the other trademarks of either party, except as specifically granted herein, is given. However, the parties anticipate that their marks may be updated in the future.

7. The parties agree that this Agreement shall remain in force and shall be irrevocable, as long as at least one party continues to use any of its above-described marks or trade names or can demonstrate by a preponderance of evidence an intent not to abandon its above-described marks or tradename. This Agreement may be terminated as the result of a material breach, and may be terminated upon the mutual written consent of both parties. Prior to seeking to terminate this Agreement for material breach, the party seeking to terminate will provide the other party, by hand delivery or certified first class mail, return receipt requested, with written notice of intention to terminate. The written notice shall state the intent to terminate and provide a detailed description of the alleged

material breach, including but not limited to: the nature of the breach and the date each breach occurred, the place of the breach, the identity of each person known or believed to have participated in the alleged breaching activities and a copy of each document allegedly constituting the breach. The allegedly breaching party will then have thirty (30) days from the receipt of the written notice, to cure the alleged material breach and provide written notice to the other party that the violation has been cured. If the breach is not cured or a notice of cure is not mailed or delivered by hand within that time period, the notifying party shall then have the right to terminate this Agreement and shall send to the breaching party a written notice of termination, by first class certified mail, return receipt requested.

Any controversy, dispute or claim with regard to, arising out of, or relating to this Agreement, including but not limited to its scope or meaning, breach, or the existence of a curable breach, shall be resolved by arbitration in Los Angeles, California, in accordance with the rules of the American Arbitration Association. Any judgment upon an arbitration award may be entered in any court having jurisdiction over the parties.

If any arbitration or other proceeding is brought for the breach, enforcement or interpretation of this Agreement, the successful or prevailing party or parties shall be entitled to recover its attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which said party or parties may be entitled.

8. Other than the obligations described in this Agreement, the parties to this Agreement fully and forever release and discharge each other and their respective employees, agents, attorneys, servants, representatives, officers, directors, successors, transferees, assigns, heirs, executors, administrators, estates, partners, licensees, customers and beneficiaries (collectively hereinafter referred to as "releasees") of and from any and all responsibilities, duties, obligations, claims, demands, debts, sums of money, accounts, or causes of action or actions, costs, losses, damages or liabilities of whatsoever character, nature, kind or designation, in law or in equity, absolute or contingent, matured or unmatured, known or unknown, which they or anyone claiming under, by or through them, now has

or could or ever may have or become entitled to assert against any of the releasees by reason of any matter, cause or thing whatsoever, arising out of either party's use, prior to the effective date of this Agreement, of any of the above identified marks and trade names.

9. This Agreement shall be construed and governed in accordance with the applicable laws of the State of California, without reference to its conflicts of law provisions.

10. The parties acknowledge that there are no oral representations, understandings, stipulations or promises that are not incorporated in this Agreement and it is further agreed that this Agreement shall not be altered, waived, amended or extended except by written Agreement signed by both of the parties.

11. In the event that any portion of this Agreement is, or is declared, illegal, invalid or unenforceable under present or future laws by a court or governmental entity of competent jurisdiction, such portion is deemed severable from this Agreement and the remainder of this Agreement shall be deemed to be, and will remain, fully valid and enforceable, and the parties shall seek to agree upon and replace the invalid clause with, if possible, an enforceable clause having substantially the same effect as the illegal, invalid or unenforceable clause.

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their subsidiaries, representatives, heirs, administrators, successors, assigns, licensees, distributors, wholesalers, customers, subcontractors and others working under the license of a party to manufacture, market or sell goods bearing any of the party's above identified marks, each of whom shall be entitled to enforce the provisions of this Agreement.

13. This Agreement may be executed in any number of copies by the different parties hereto on separate counterparts. An executed separate counterpart shall have the same force and effect as the original of this Agreement. When all of the

parties hereto have executed either the original copy or one or more of the separate counterparts, this Agreement shall be deemed executed as of the EFFECTIVE DATE and the EFFECTIVE DATE of this Agreement shall be the date of the last signature hereto.

BHPC MARKETING, INC.

By: _____

Name: *Mr. Laminio*

Title: *Vice President*

Date: *10/6/97*

SANTA BARBARA POLO & RACQUET CLUB

By: _____

Name: *David*

Title: *General Manager*

Date: *10/*

11/16/94

Receipt on the DATE OF FILING of the application for registration and filing fees is acknowledged for the mark identified below. The DATE OF FILING is contingent upon the collection of any payment made by check or draft. Your application will be considered in the order in which it was received and you will be notified as to the examination thereof. Correspondence should be expected from the Patent and Trademark Office in approximately months. When inquiring about this application, include the SERIAL NUMBER, DATE OF FILING, OWNER NAME, and MARK.

06

Dennis G. Martin
BLAKELY SOKOLOFF TAYLOR & ZAFMAN
12400 Wilshire Boulevard, Seventh Floor
Los Angeles, CA 90025

TM PRE

ATTORNEY
REFERENCE NUMBER
09360

DGM
T034512A

PLEASE REVIEW THE ACCURACY OF THE FILING RECEIPT DATA.

A request for correction to the notice of allowance should be submitted within 30 days to the following address: ASSISTANT COMMISSIONER FOR TRADEMARKS, 2900 CRYSTAL DRIVE, ARLINGTON, VIRGINIA 22202-3513. The correspondence should be marked to the attention of the Office of Trademark Program Control. The Patent and Trademark Office will review the request and make corrections when appropriate.

SERIAL NUMBER: 74/558586

DATE OF FILING: 08/08/1994

MARK: BEVERLY HILLS POLO CLUB

MARK TYPE(S): TRADEMARK

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

SECTION 1(A): NO

SECTION 1(B): YES

SECTION 44: NO

ATTORNEY: Dennis G. Martin
OWNER NAME: BHPC Marketing, Inc.
OWNER ADDRESS: 620 West 135th Street
Gardena
CALIFORNIA 90248

ENTITY: CORPORATION

CITIZENSHIP/DOMICILE: CALIFORNIA

INTERNATIONAL CLASS

DATE OF FIRST USE

DATE OF FIRST USE IN COMMERCE

ONLY THOSE DATES OF USE AND CLASSES FILED UNDER SECTION 1(A) ARE LISTED -

GOODS/SERVICES BY INTERNATIONAL CLASS

025-footwear, namely shoes, boots, slippers, athletic shoes, and golf shoes

ALL OF THE GOODS/SERVICES IN EACH CLASS ARE LISTED

RECEIVED
DEC 8 1994

EXHIBIT 1

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN
LOS ANGELES

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK APPLICATION PRINCIPAL REGISTER

Mark: BEVERLY HILLS POLO CLUB and Design

International Class: 25

The Honorable Commissioner of
Patents and Trademarks
Washington, D.C. 20231

Sir:

Applicant, BHPC Marketing, Inc., is a California corporation having a principal address at 620 West 135th Street, Gardena, California 90248.

Applicant requests registration of the above-identified trademark shown in the accompanying drawing in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. 1051 et. seq., as amended.) for footwear; namely shoes, boots, slippers, athletic shoes, and golf shoes.

Applicant is the owner by assignment of U.S. Reg. No. 1,429,311 and is the owner of U.S. Reg. No. 1,687,874.

Applicant has a bona fide intention to use the mark in commerce on or in connection with the above identified goods/services. (15 U.S.C. 1051(b), as amended.) Applicant intends to use the mark on the goods, labels affixed to the goods, packaging for the goods and in other ways customary to the trade.

DECLARATION

Daniel Terheggen hereby declares that he is the President of the Applicant and is authorized to execute this Declaration on behalf of Applicant; he believes Applicant is entitled to use such mark in commerce; to the best of his knowledge and belief, no other person, firm, corporation, or association has the right to use said mark in commerce, either in identical form or in such near resemblance thereto as may be likely, when applied to the goods or services of such other person, to cause confusion, or to cause mistake, or to deceive; that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or document, or any registration resulting therefrom.

BHPC Marketing, Inc.

Dated: 8/1/94

By: 

NAME: Daniel Terheggen
TITLE: President

POWER OF ATTORNEY

Applicant hereby appoints BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN, a firm composed of Paul Andrew Apffel; Keith G. Askoff; Aloysius T.C. AuYeung; Bradley J. Bereznak; Michael A. Bernadicon; Roger W. Blakely, Jr.; Lori N. Boatright; Jeffrey J. Blatt; Timothy R. Croll; Richard B. Domingo; Stephen D. Gross; David R. Halvorson; James P. Hao; Michael D. Hartogs; George W. Hoover; Paul H. Horstmann; Tracy L. Hurt; Eric S. Hyman; Stephen L. King; Michael J. Mallie; Dennis G. Martin; James D. McFarland; Ronald W. Reagin; James H. Salter; Robert A. Saltzberg; James C. Scheller, Jr.; Edward W. Scott IV; Ira M. Siegel; Nicholas J. Skarlatos; Maria McCormack Sobrino; Stanley W. Sokoloff; Edwin H. Taylor; Lester J. Vincent; Christopher W. Wells; Ben J. Yorks; and Norman Zafman of the City of Los Angeles, State of California, all Attorneys at Law admitted to practice in all the Courts of the State of California with full power of substitution and revocation, to prosecute this application, to make alterations and amendments therein, to receive the Certificate of Registration and to transact all business in the Patent and Trademark Office connected therewith.

Please direct all communications to:

Dennis G. Martin
BLAKELY SOKOLOFF TAYLOR & ZAFMAN
12400 Wilshire Boulevard, Seventh Floor
Los Angeles, CA 90025

(310) 207-3800

Signed this 1 day of August, 1994 at Los Angeles,
California.

BHPC Marketing, Inc.

By: _____

NAME: Daniel Terheggen
TITLE: President

BHPC Marketing, Inc.
620 West 135th Street
Gardena, California 90248

INTERNATIONAL CLASS: 25

Goods: footwear; namely shoes, boots, slippers, athletic shoes, and golf shoes



09360. Tool

Int. Cls.: 18, 24 and 25

Prior U.S. Cls.: 3, 39 and 42

United States Patent and Trademark Office

Reg. No. 1,687,874

Registered May 19, 1992

**TRADEMARK
PRINCIPAL REGISTER**

BEVERLY HILLS POLO CLUB

BHPC MARKETING, INC. (CALIFORNIA CORPORATION)
238 SOUTH MISSION ROAD
LOS ANGELES, CA 90033

FOR: TOTE BAGS AND HANDBAGS, IN CLASS 18 (U.S. CL. 3).

FIRST USE 9-0-1985; IN COMMERCE 9-0-1985.

FOR: TOWELS, IN CLASS 24 (U.S. CL. 42).

FIRST USE 9-0-1985; IN COMMERCE 9-0-1985.

FOR: CLOTHING FOR MEN, WOMEN AND CHILDREN, NAMELY T-SHIRTS, SWEAT-SHIRTS, SWEAT SUITS, SWEATERS, SHIRTS, PANTS, SHORTS, TOPS, UNDERWEAR, CAPS,

JACKETS, LEOTARDS, DRESSES, PONCHOS, NECKTIES, BATHROBES, NIGHTGOWNS, PJAMAS AND SWIMWEAR, IN CLASS 25 (U.S. CL. 39).

FIRST USE 9-20-1985; IN COMMERCE 9-20-1985.

OWNER OF U.S. REG. NO. 1,429,311.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "BEVERLY HILLS", APART FROM THE MARK AS SHOWN.

SER. NO. 73-795,429, FILED 4-24-1989.

ROBERT C. CLARK JR., EXAMINING ATTORNEY



Int. Cls.: 9, 14, 18, 24 and 25

Prior U.S. Cls.: 2, 3, 26, 27, 39, 41 and 42

United States Patent and Trademark Office

Reg. No. 1,751,058

Registered Feb. 9, 1993

TRADEMARK
PRINCIPAL REGISTER



BHHC MARKETING, INC. (CALIFORNIA CORPORATION)
238 S. MISSION RD.
LOS ANGELES, CA 90033

FOR: OPHTHALMIC EYEWEAR; NAMELY, EYEGGLASS FRAMES, LENSES, CHAINS, AND CASES; EYEGGLASSES; AND SUNGLASSES, IN CLASS 9 (U.S. CLS. 2 AND 26).

FIRST USE 5-31-1991; IN COMMERCE 5-31-1991.

FOR: WATCHES, IN CLASS 14 (U.S. CL. 27).
FIRST USE 8-31-1991; IN COMMERCE 8-31-1991.

FOR: WALLETTS, UMBRELLAS, AND SMALL LEATHER GOODS; NAMELY, CREDIT CARD

CASES, KEY CASES, AND COIN PURSES, IN CLASS 18 (U.S. CLS. 3 AND 41).

FIRST USE 3-31-1991; IN COMMERCE 3-31-1991.

FOR: BEACH TOWELS, BATH TOWELS, TABLE LINENS AND TEXTILE PLACEMATS, AND BED AND BATH ACCESSORIES; NAMELY, FABRIC TOILET SEAT COVERS, IN CLASS 24 (U.S. CL. 42).

FIRST USE 3-1-1991; IN COMMERCE 3-1-1991.

FOR: CLOTHING FOR MEN, WOMEN AND CHILDREN; NAMELY, SHIRTS, SWEATSHIRTS, SWEATERS, TEE SHIRTS, PANTS, CAPS, HATS, JACKETS, DRESSES, SOCKS, SHOES.

SIERY, RAINCOATS AND OUTERWEAR;
NAMELY, COATS AND JACKETS, AND
BELTS, IN CLASS 25 (U.S. CL. 39).

FIRST USE 10-31-1989; IN COMMERCE
10-31-1989.

OWNER OF U.S. REG. NO. 1,429,311 AND
OTHERS.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "DEVERLY HILLS", APART
FROM THE MARK AS SHOWN.

SER. NO. 74-209,022, FILED 10-1-1991.

KATHERINE STOIDES, EXAMINING ATTOR-
NEY

Int. Cl.: 25

Prior U.S. Cl.: 39

United States Patent and Trademark Office

Reg. No. 1,429,311

Registered Feb. 17, 1987

TRADEMARK
PRINCIPAL REGISTER



GREGORY LANG, INC. (CALIFORNIA CORPORATION)
1940 LOVELACE AVENUE
LOS ANGELES, CA 90015

FOR: CLOTHING FOR MEN, WOMEN AND CHILDREN-NAMELY SHIRTS, SWEATSHIRTS, SWEAT SUITS, SWEATERS, T-SHIRTS, PANTS, UNDERWEAR, CAPS, JACKETS, LEOTARDS,

DRESSES, PONCHOS, IN CLASS 25 (U.S. CL. 39).

FIRST USE 2-18-1985; IN COMMERCE 2-18-1985.

SER. NO. 568,042, FILED 11-12-1985.

ERIC WACHSPRESS, EXAMINING ATTORNEY

APPROVED: WDC

DATE: 9/23/91



SANTA BARBARA



POLO & RACQUET
CLUB

EXHIBIT 3